

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE, NEW MEXICO
AND THE
NEW MEXICO MUSEUM OF INDIAN ARTS & CULTURE
LABORATORY OF ANTHROPOLOGY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "AGREEMENT") is entered on this 18th day of January, 2011, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the New Mexico Museum of Indian Arts & Culture Laboratory of Anthropology, (hereinafter referred to as "State"), a New Mexico political subdivision, located at 708 Camino Lejo, Santa Fe New Mexico 87504.

RECITALS

WHEREAS, the County is required to arrange for the curation of artifacts and material excavated on Agua Fria Road during the Phase III Road and Utility Improvement Project; and

WHEREAS, the New Mexico Museum of Indian Arts & Culture Laboratory of Anthropology is the State entity tasked with the curation of such artifact collections, samples, and associated records;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. SCOPE OF AGREEMENT:

The State shall inventory and catalog archaeological materials including artifact collections, samples, and associated records and provide permanent curation of the materials collected from archaeological site (LA 2) of the Agua Fria Phase III Road and Utility Improvement Project.

2. COMPENSATION:

State shall be paid \$400/cubic foot for curation and the parties anticipate delivery and curation of 86 cubic feet of artifacts and material. The total compensation to be paid under this Agreement, inclusive of gross receipts tax, shall not exceed \$34,400.00.

3. NOTICES:

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For State: New Mexico Museum of Indian Arts & Culture
Laboratory of Anthropology
708 Camino Lejo
Santa Fe, NM 87505
Phone: 505.476-1268
ATTN: Ms. Julia Clifton

For County: Public Works/Projects
Road Project manager
102 Grant Avenue
Santa Fe, NM 87501
Phone: 505.992.3018
ATTN: Chuck Vigil

4. TERM:

This Agreement shall not become effective until signed by both authorized signatories of the State and County. This Agreement shall expire upon completion of curation or February 1, 2013 whichever occurs first, unless terminated pursuant to Paragraph 5.

5. TERMINATION:

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination.

6. LIABILITY:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

7. AMENDMENT:

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

8. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing bodies of the State and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

9. GOVERNING LAW:

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

10. ACCOUNTABILITY:

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

SANTA FE COUNTY:


Katherine Miller, County Manager

2.18.11
Date

APPROVED AS TO LEGAL FORM:


Stephen C. Ross, County Attorney

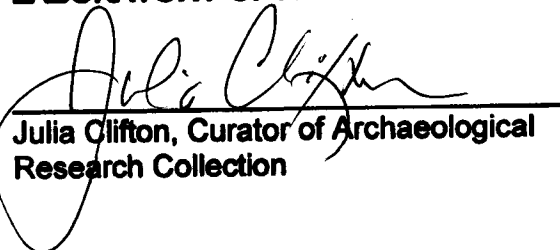
2-17-11
Date

FINANCE DEPARTMENT:


Teresa Martinez, Finance Director

2/18/2011
Date

**NEW MEXICO MUSEUM OF INDIAN ARTS & CULTURE
LABORATORY OF ANTHROPOLOGY:**


Julia Clifton, Curator of Archaeological
Research Collection

2/8/2011
Date

FEDERAL TAX ID NUMBER:

85-6000565